

NORTH DELHI MUNICIPAL CORPORATION

(Advertisement Department)
16th Floor, Dr. S.P.M. Civic Centre,
Minto Road, New Delhi - 110002

No. CO(Advt.)/NDMC/2014/D-4822

Dated: 22.01.2014

NOTICE INVITING TENDERS

All registered advertisers.

Dear Sirs,

Sealed tenders are invited from the advertising agencies registered with the Advertisement Department of North Delhi Municipal Corporation under any of the categories, holding valid Registration, for allotment of the contracts for display of advertisement through **Subway, Wall Wrap & Unipole** at the sites located within the jurisdiction of North Delhi Municipal Corporation (on site-to-site basis), as per the approved terms & conditions. Tender document comprising of tender form, terms & conditions and list of sites can be obtained from the office of Commercial Officer, Advertisement Department, NDMC, 16th Floor, Dr. S.P.M. Civic Centre, Minto Road, New Delhi - 110002, on a written request, on all working days during 23.01.2014 to 06.02.2014 from 10.00 a.m. to 4.00 p.m., on payment of a non-refundable amount of Rs.1,000/- (Rupees one thousand only) each, by Demand Draft /Pay Order drawn on any Nationalized / Scheduled Bank in favour of "Commissioner, North Delhi Municipal Corporation", payable at Delhi. The tender document can also be seen on the MCO website i.e. www.mcdonline.gov.in > **Advertisement / New & Events**. The same can be downloaded, printed and submitted to NDMC on the date of submission of tender along with the requisite fee of Rs.1,000/-, as mentioned above. No tender document shall be sent by post.

The tenders will be received and opened in the conference hall at 4th floor, Dr. S.P.M. Civic Centre, Minto Road, New Delhi - 110002, as per the schedule given below, in the presence of the tenderers, if any.

Period for sale of tender forms	upto 06.02.2014 (10.00 a.m. to 4.00 p.m.)
Last date & time for submission of tenders	07.02.2014 (upto 1.00 p.m.)
Date & time for opening of tenders	07.02.2014 (at 02.00 p.m.)

Commercial Officer(Advt.)

Commercial Officer
NDMC

Advertisement Dept.(North City)
16th Floor, Civic Centre
Minto Road, New Delhi

S.No.	Description of site / utility with location	Reserve Price	EMD
1.	Subway at Subhash Marg, Near Red Fort Opp. New Lajpat Rai Market, Delhi (City Zone)	Rs. 2,00,000/-	Rs. 50,000/-
2.	Subway at Jawahar Lal Nehru Marg, Near LNJP Hospital (City Zone)	Rs. 58,000/-	Rs. 14,500/-
3.	Subway at Ram Pura X-ing (Civil Line Zone)	Rs. 1,10,000/-	Rs. 27,500/-
4.	Wall Wrap at Minto Road leading from Minto Bridge to Deen Dayal Upadhyay Crossing (City Zone) (Size 2280 sq. ft.)	Rs. 6,00,000/-	Rs. 1,50,000/-
5.	Wall Wrap at leading from Deen Dayal Upadhyay crossing to Minto Bridge (City Zone) (Size - 3000 sq ft.)	Rs. 7,50,000/-	Rs. 1,87,500/-



Commercial Officer
Advertisement Dept./North D.M.C.,
16th Floor, Civic Centre
Minto Road, New Delhi-2

NORTH DELHI MUNICIPAL CORPORATION
(ADVERTISEMENT DEPARTMENT)

Cost : Rs. 1,000/-

Tender / Application form for allotment of contract for display of advertisement at the unipole of the size 20'x8' at the sites located in North Delhi Municipal Corporation.

Location of unipole / site for which offer is being given _____

I/We hereby offer the rates of MLF for allotment of Unipole for a contract period of Two year against advertisement rights extendable by another year with mutual consent by both the parties, subject to satisfactory performance by the contractor and on the enhanced licence fee by 10% for extended period on the prescribe Terms & Condition as per the following details.

(All the information must be given in CAPITAL LETTERS)

1. Name of Applicant :
2. Name of Company/Firm :
3. Status in the Company/Firm :
4. Present Address :
5. Permanent Address :
6. Telephone No. : Office Residence
7. In case of company/firm, the name of proprietor(s), Partners or Directors etc., as the case may be, should be given along with parentage, age and residential address(es); both present and permanent, as under :-

Sl. No.	Name of Proprietor/ Partner(s)/Director(s)	Father/Husband's Name	Age	Present Residential Address	Permanent Residential Address

8. Rate of Monthly Licence Fee offered Rs. _____ (in figures) (Rupees _____) (in words)
9. An amount of Rs. _____/- as Earnest Money Deposit / Caution Money is paid herewith by Bank Draft /Pay Order No. _____ dated _____ drawn on _____ in favour of Commissioner, NDMC.
10. Details of Bank draft(s) equivalent to three months quoted licence fee in favour of Commissioner North Delhi Municipal Corporation.
 - a) Name of the Bank & Branch _____
 - b) Number & Date of Draft _____
 - c) Account of the Bank Draft/DD _____

11.

Name of Bank Address	Name of the Account Holders	Account No.	MICR No.


 Commercial Officer
 Advertisement Dept., North D.M.C.
 15th Floor, 12, Jawahar other information which the tenderer/applicant may like to furnish :-
 Minto Road, New Delhi-2

SIGNATURE OF TENDERER/APPLICANT

(with seal)

ADDRESS _____

DECLARATION:-

I/We have gone through and understood the contents of this tender/application form carefully and the information furnished by me/us is true to the best of my/our knowledge and belief and nothing has been concealed therefrom. I/We have also read and understood carefully the terms & conditions of allotment annexed herewith which I/We shall abide by. I/We agree to the allotment of contract for display of advertisement at the allotted site is being made on "As is where is" basis.

N.B.

SIGNATURE OF TENDERER/APPLICANT

- (i) Tender/ application form duly filled in and properly sealed together with Earnest Money / Caution Money should be dropped only in the box specified for the purpose and placed in the office of Addl. Dy. Commissioner (Advertisement), 4th Floor, Civic Centre, Minto Road, New Delhi - 110002, on **07.02.2014 upto 1.00PM** and the tenders will be opened by the Tender Committee on the same day at **02.00 PM.** in the presence of the tenderers, if any
- (ii) All the documents, as submitted, should be signed by the applicant and the seal affixed (in case of company/firm).
- (iii) The allotment will be made on "as is where is" basis;
- (iv) Tenderers/Applicants are advised, in their own interest, to visit and see the site of unipole themselves, before submitting their tenders. No representation on any account whatsoever, shall be entertained at any subsequent stage, in this regard;
- (v) Separate tender shall be submitted for each of the sites.
- (vi) Conditional Tenders shall not be acceptable and shall be summarily rejected.
- (vii) The advertisers who have been blacklisted or against whom dues are outstanding, shall not be eligible to participate in the tenders.
- (viii) Earnest Money deposited of those successful tenderers who do not accept allotment of the contract on offer by the department, shall be forfeited and they shall be de-barred from participating in the further tenders, as may be floated by the Department.


Commercial Officer
Advertisement Dept., North D.M.C.
16th Floor, Civic Centre
Minto Road, New Delhi-2

NORTH DELHI MUNICIPAL CORPORATION
(ADVERTISEMENT DEPARTMENT)

Cost :Rs. 1,000/-

Tender / Application form for award of the work of maintenance and upkeep of the Subway / Wall Wrap against advertisement rights

I/we hereby offer the rate of monthly license fee for allotment of Subway / Wall Wrap of the maintenance / upkeep of the subway located at _____

New Delhi against advertisement rights for a period of two years against advertisement rights, extendable by another year with mutual consent of both the parties, subject to satisfactory performance by the contractor and on the enhanced license fee by 10% for the extended period on the prescribe terms and conditions.

(All the information must be given in CAPITAL LETTERS)

1. Name of Applicant:
2. Name of Company/Firm:
3. Status in the Company/Firm:
4. Present Address:
5. Permanent Address:
6. Telephone No.: Office/mobile _____ Residence _____
7. In case of company/firm, the name of proprietor(s), Partners or Directors etc., as the case may be, should be given along with parentage, age and residential address(es), both present and permanent, as under :-

Sl. No.	Name of Proprietor/ Partner(s)/Director(s)	Father/Husband's Name	Age	Present Residential Address	Permanent Residential Address

8. Rate of Monthly Licence Fee offered. (Please mention the location and rate of the Subway / Wall Wrap for which tender is being submitted.)

Sl. No.	Location of Subway / Wall Wrap	Offer of Monthly Licence Fee (In rupees) (please indicate both in words & figures).

9. An amount of Rs. _____/- (Rs. _____) as Earnest Money /Caution Money is paid herewith by Bank Draft /Pay Order No. _____ dated _____ drawn on _____ in favour of Commissioner, North Delhi Municipal Corporation.

10. Details of Bank Draft (s) equivalent to 3 months quoted license fee in favour of Commissioner NDMC.

(a) Name of the Bank & Branch _____

(b) Number & date of Draft _____

(c) Amount of the Bank Draft / DD _____




11.	Name of Bank & Address	Name of the Account Holders	Account No.	MICR No.

12. Any other information which the tenderer/applicant may like to furnish:-

SIGNATURE OF TENDERER/APPLICANT

(with seal)

ADDRESS _____

DECLARATION:-

I/We have gone through and understood the contents of this tender/application form carefully and the information furnished by me/us is true to the best of my/our knowledge and belief and nothing has been concealed there from. I/We have also read and understood carefully the terms & conditions of allotment annexed herewith which I/We shall abide by. I/We agree to the allotment of work of maintenance & upkeep of Subway (s) / Wall Wrap in question against right to display advertisement, as per design provided with the Tender Form, in the area under reference, being made on "As is where is" basis.

N.B.

SIGNATURE OF TENDERER/APPLICANT

- (i) Tender / application form duly filled in and properly sealed together with Earnest Money / Caution Money should be dropped only in the box specified for the purpose and placed in the office of Commercial Officer (Advertisement), NDMC, 4th Floor, Civic Centre, Minto Road, New Delhi - 110002, on **07.02.2014 upto 1.00 PM** and the tenders will be opened by the Tender Committee on the same day at **2.00 PM** in the presence of the tenderers, if any.
- (ii) All the documents, as submitted, should be signed by the applicant and the seal affixed (in case of company/firm).
- (iii) The allotment will be made on "as is where is" basis;
- (ix) Tenderers / Applicants are advised, in their own interest, to visit and see the Subways / Wall Wraps themselves, before submitting their tenders. No representation on any account whatsoever, shall be entertained at any subsequent stage, in this regard;
- (x) One sealed envelope shall contain tender for one subway / Wall Wrap only.
- (xi) Conditional tenders shall not be acceptable and shall be summarily rejected.
- (xii) The advertisers who have been blacklisted or against dues are outstanding, shall not be eligible to participate in the tenders;
- (xiii) Earnest Money deposited of those successful tenderers who do not accept allotment of the contact, on offer by the department, shall be forfeited and they shall be debarred from participation in the further tenders, as may be floated by the department.


Commercial Officer
Advertisement Dept./North D.M.C.
15th Floor, Civic Centre
Minto Road, New Delhi

**TERMS & CONDITIONS FOR AWARD OF WORK OF UPKEEP /
MAINTENANCE OF SUB-WAYS / WALL WRAPS AGAINST ADVERTISEMENT RIGHTS**

1. Only the advertisers duly registered with the Advertisement Department of the North DMC are entitled to participate in the tendering process.
2. The contractor shall be required to maintain subways including the civil and electrical work, at his own cost, to the entire satisfaction of the Commissioner, North DMC or any other officer duly authorized by him.
3. The contractor will further ensure that the sub-way remains properly lit for which he will have to install flood lights at the entry/ exit points including the passage under-ground and the stair-cases. The electrical connection shall have to be obtained by the contractor in his own name and he will be responsible for clearance of all the dues, in time. A certificate to the effect of having cleared the electricity dues, shall be produced by him with the concerned Engineering Division of the Municipal Zone, after every three months. On the part of the North DMC, only a 'No Objection Certificate' will be issued to enable the contractor to obtain electric connection in his name or in the name of his firm.
4. The contractor shall not cause any damage to the structure raised by the North DMC while erecting advertisement boards. If any damage is caused, it shall be repaired forthwith by the contractor himself.
5. The repairs of the sub-ways shall be of a high quality and wherever required, tiles of the superior quality shall be fixed. Similarly, in the case of flooring also, he will also ensure that the pedestrian subways remain clean for 24 hours and that there is no water-logging/ other unhygienic condition. The contractor will further ensure that no stray dogs/ animals enter into the subway. Similarly, the contractor will ensure that no allotted subway is used by the people for sleeping on the floor and no anti-social activities like gambling, drinking and other abusive activities, commercial shops etc. take place.
6. The entry and exit points shall be properly maintained to ensure that they are not slippery and that no steps of the staircase are allowed to remain in damaged condition.
7. The contractor will ensure that complete facilities for proper upkeep, maintenance, lightening and sanitation are provided in the subway/ the guide-maps are constructed at the selected sites, complete in all respects, within a period of 02 months from the date of award of the contract, in his favour. He will be allowed to display advertisement, as per the enclosed approved design, only after completion of the aforesaid work to the satisfaction of any officer authorized by the Commissioner who will issue a Certificate of Completion of work along with the inventory of the items /fixtures & fittings provided by the contractor. However, he shall have to pay licence fee, as offered by him, from the date of contract.
8. Advertisement will be permitted on the railings on central verge of a stretch of 50 yards of the way leading to the sub-way on either sides.
9. Advertisement inside the sub-way will not only be permitted but encouraged, but it will be back-lit advertisement.
10. A back-lit wrap around will be permitted around the Head House, in case of covered sub-ways with a maximum height matching the height of the structure, with one front surface announcing the sub-way upto a maximum of 4.5 mtrs. from the ground.
11. In case of open sub-ways, wrap around will not exceed the height of the parapet with the announcement panel going upto the height of 4.5 mtrs. from the ground.
12. In residential areas, the external wrap around shall be lit only towards the traffic and entry and exit side.
13. The ratio of 70 : 20 : 10 for advertisement, social message and North DMC logo will be maintained.
14. The work will be awarded, subject to modifications in the specifications and compliance of guidelines, as may be formulated from time to time.
15. The contractor will not be allowed display of any advertisement which is abusive, in nature, and which violates the code of conduct. He will also not allow display of any religious advertisement which may cause any resentment among the people, in any way. The advertisements displayed shall not violate any of the provisions of the DMC Act, Advertisement Bye-laws framed there under and the relevant directions / judgments/ orders issued by any court of law.

16. Round-the-clock security arrangement shall be provided by the contractor by posting at least, two Security Guards with proper uniforms who shall be polite and courteous to the people using the subways, but will not allow any unlawful activities within or around the subway.
17. If any damage or loss or injury is caused to any vehicle, individual, group or otherwise, it shall be the responsibility of the contractor to bear payment of compensation, if need arises.
18. The contractor will deposit the licence fee in advance by the 10th of the same month. All payments should be made only by way of Bank Draft/Pay Order in favour of Commissioner, North DMC against proper receipt. Failure to make full payment of monthly licence fee, shall make the licensee/ contractor liable to pay late fee/ interest @ 2% per month on the unpaid amount, even if the delay is for part of a month. If the licensee fails to make payment by the 10th of the succeeding month with interest, the contract shall be deemed to have been automatically terminated, security/earnest money forfeited, and the licensee shall be liable to pay to the Corporation damage charges @ double the monthly licence fee for the period of unauthorized occupation. North DMC has the right to get the site vacated by all means, as it deems fit.
19. The contract shall be valid for a period of **Two years** and further extendable up to one more year subject to satisfactory performance of the contractor and increase in the monthly licence fee by 10% each year for the rest one year. After expiry of the contract period, the contractor shall hand over peaceful possession of the site to the Commissioner, North DMC or any person authorized by him. At the time of handing over possession to the North DMC, it will be ensured that the subway is in proper condition and that no damage will be caused by removing the fixtures and fittings except the advertisement boards, as the internal lighting and other fixtures installed by the contractor, shall become the property of the North DMC, after termination of the contract.
20. The contractor will not display any other advertisement board or pamphlet or banners inside and outside the subway other than the permitted.
21. The contractor will allow the concerned zonal Works Department, Engineers or any officers authorized by the Commissioner, North DMC to inspect the subway from time to time and to ask for the clearance of the electricity dues by the contractor and the contractor, in such an eventuality, shall have to produce copies of the receipt to the satisfaction of the inspecting officer. He will not allow any shops, hawkers or vendors to squat in and around the subway. Similarly, he will also not allow the hawkers/ vendors to enter into the subway for their commercial activities.
22. The contractor shall maintain proper books of accounts of the advertisements displayed from time to time, submit details of the same at the time of making payment of Advertisement Tax and will produce the relevant books of accounts, as and when specifically required by the department.
 - (a) The advertisers duly registered with the North DMC under the appropriate category and have cleared all the up-to-date outstanding dues, shall be eligible to participate in the tender.
 - (b) The intending tenderers will be required to submit a copy of these terms & conditions duly signed on each page.
 - (c) The advertisers will be have to deposit three months advance MLF at the time of bidding equivalent to the amount quoted by them in the tender document for a particular site.
 - (d) Incomplete, conditional or tenders without requisite Earnest/Caution Money are liable to be rejected summarily.
23. The contractor shall be liable to deposit security amount equivalent to 03 months' licence fee. The security deposited by the contractor shall not be allowed to be adjusted in any circumstances. Further, the security deposit shall not fetch any interest and the same shall be returned without any interest, at the successful completion of the contract.
24. In case of violations of any of the above terms & conditions, the contract shall be deemed to be cancelled and the North DMC shall be at liberty to resume possession of the subway ~~without any notice to the contractor for breach of the terms & conditions of allotment and the contractor shall have no right to remove any of the fixtures/ fittings/ other items provided by~~

25. The contractor may surrender the contract by giving three months' notice in writing provided:-
- (i) The contract has been in force for at least four months i.e. no surrender notice is permissible during the initial four months of the contract period;
 - (ii) The surrender notice shall not be valid unless up-to-date dues including those for the notice period, are paid up on the date of receipt of such surrender notice.
 - (iii) In case the contractor wants to withdraw the surrender notice and he may do so by giving a request in writing, provided the request has been received before the re-tender of the contract and up-to-date dues, including interest, if any, towards the same have been duly deposited.
26. That in case of surrender of the contract at any pre-mature stage or pre-determination / termination of the same for any reason whatsoever, the contractor shall have no right to remove any of the fittings / fixtures / other items provided by him in and around the Sub-way and the same shall become the property of the North DMC.
27. Service Tax shall be payable by the advertiser / contractor directly to the concerned authority at the rates, as may be prescribed, from time to time.
28. All the matters arising out of the contract, will be within the jurisdiction of the Delhi courts only.
29. (a) In the event of any controversy or dispute arising out of this contract, the same shall be referred to the sole arbitration of the Commissioner or any officer nominated by him, in this behalf. There shall be no bar on reference of dispute to the arbitrator or such an officer so nominated by the Commissioner, even though the said officer is an employee of the North DMC or might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason whatsoever, the Commissioner, North DMC shall be competent to appoint another person as arbitrator who shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The decision of the Arbitrator appointed by the Commissioner, shall be final and binding on the parties. The limitation for filing the claim for arbitration is **90 days** from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim.
- (b) Subject to above, the provisions of the Arbitration Act, 1940 or any statutory modifications or enactment thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceedings under this clause.
- (c) The party invoking the arbitration clause shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each of such disputes/ claims.
- (d) The arbitrator may, from time to time, without the consent of the parties, enlarge the time for making and publishing the Award.

Signatures of the Contractor
Officer

Signatures of the
Authorized by Commissioner,
North DMC


Commercial Officer
Advertisement Deptt./North D.M.C.
15th Floor, Civic Centre
Minto Road, New Delhi-2

NORTH DELHI MUNICIPAL CORPORATION
(ADVERTISEMENT DEPARTMENT)

**TERMS & CONDITIONS FOR ALLOTMENT OF RIGHTS FOR
ILLUMINATED DISPLAY OF ADVERTISEMENT THROUGH UNIPOLES**

Period

1. The terms & conditions will be applicable in respect of illuminated display of advertisement through Unipole at the selected site in the jurisdiction of NDMC and the sites located within the NDMC parking lots and shall be valid for a period of **two years** from the date of commencement of the contract, extendable for another one year, subject to satisfactory performance of the contractor and increase in the monthly licence fee by 10% each year for the rest one year. **In order to promote use of non-conventional source of energy, the contractor / advertiser MUST use solar panel / system for illumination of advertisements. Accordingly, no remission shall be admissible, on this account.**

Mode of

allotment

2. The allotment of contract for display of advertisement through Unipole at the sites located in ZONES of NDMC are contained in the list enclosed as **ANNEXURE 'I'** and allotment will be made by inviting tenders on site-to-site basis. The unipole will not be installed within 3m of existing road from the end of the road, where footpath does not exist, and where foot-path exists, the same shall be installed 3m after the footpath, as measured from its edge. While installing the structure or during the contract period, the advertiser / allottee shall not cause any damage to any street furniture / pavement of the street, in any manner whatsoever, and shall strictly abide by the guidelines contained in the Outdoor Advertisement Policy, 2007, as approved by the Hon'ble Supreme Court.

Incubation

period

2(a). The initial period of **fifteen days** from the date of allotment of the contract, shall be allowed for installation of structure of Unipole, installation of solar energy system and necessary clearances from the concerned authorities, if any, which shall not be extendable under any circumstances. The monthly licence Fee shall be payable by the advertiser from the commencement of 16th day of the allotment of the contract or from the actual date of display of advertisement, whichever is earlier. In this regard, the decision of the department shall be final and binding.

Participation

in tender

3(a) The advertisers duly registered with the NDMC under the appropriate category and have cleared all the up-to-date outstanding dues, shall be eligible to participate in the tender.

3(b) The intending tenderers will be required to submit a copy of these terms & conditions duly signed on each page.

3(c) The advertisers will be have to deposit three months advance MLF at the time of bidding equivalent to the amount quoted by them in the tender document for a particular site.



Commercial Officer
Advertisement Deptt, North D.M.C.
16th Floor, Civic Centre
Minto Road, New Delhi

3(d) Incomplete, conditional or tenders without requisite Earnest/ Caution Money/ and three months advance license fee are liable to be rejected summarily



Earnest Money /

**Caution Money
and**

**Three Months
MLF**

4. The registered advertiser who intends to submit tender shall have to deposit in advance the Earnest Money / Caution Money and three months license fee equivalent to the amount quoted by them in the tender document for a particular site, as per the NIT, by bank draft/pay order in favour of Commissioner, NDMC along with the tender form. The Earnest Money, if not so deposited, will disentitle the advertiser to participate in the opening of tender for allotment of rights for display of advertisement through Unipole or to submit tender. Tenders without the requisite Earnest Money will be summarily rejected. 75% of the Earnest Money shall be adjusted towards security as provided in clause 7 of the terms & conditions. The balance 25% amount will be retained as Caution Money which will be refunded to the advertiser on a written request after the end of the contractual period. The refund of Caution Money will be subject to clearance of all the pending dues, otherwise the same will be adjusted against the outstanding dues, if any. In case the successful highest bidder declines to accept the offer, for any reason whatsoever, the Earnest Money/Caution Money shall be forfeited and the concerned advertiser black-listed.

**Description
of sites**

5. Advertisement Unipole will be displayed only at the allotted site. The intending tenderer shall inspect the description of the road / site before submitting tenders and may obtain clarification, if any, regarding the location of the area, before offering bid for the same. No objection / grievance / dispute, in this behalf, shall be entertained, subsequent to submission of the tender. No remission in licence fee / ground rent or advertisement tax will be given on the ground that display of Unipole is objected to by any authority.

**Number of
sites**

6. During the period of allotment, if necessitated, for carrying out repairs, maintenance, laying of power lines, widening of road / pavements or for any other purpose, the site of unipole has to be removed in public interest or for any other reason, alternate site shall be allotted to the contractor in lieu of the site, with the consent of the advertiser. If the site is not made available to the advertiser for a particular period of time, because of road-widening or any other executive directions of the government / department, the advertiser will be given remission in the ground rent / licence fee on pro-rata basis for the relevant period. In this regard, Commissioner or any other officer duly authorised for the purpose, may cancel any site or create any additional site and his decision shall be final and binding on the contractor.

Security

7. Every successful advertiser shall furnish by separate bank drafts / pay orders one month's advance licence fee / ground rent and an amount equivalent to three months' licence fee / ground rent as security within seven days of acceptance of tender, which shall be refunded only after the successful performance of the contract and after settlement of all dues / accounts with the department. The security money will not carry any interest.


Commissioner Officer
Advertisement Dept./North D.M.C.
16th Floor, Civic Centre
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Allotment

8. The levy and recovery of licence fee / ground rent will start automatically from the effective date as notified in these terms and conditions or at the time of allotment of the contract. In case the previous contractor fails to remove the Unipole from the allotted site, if any, after the expiry of the contract period or any unauthorized advertisement through Unipole(s) is displayed at the allotted site, the new contractor or the NDMC shall have the right to cause such Unipole to be removed for which the previous contractor or the unauthorized displayer, as the case may be, shall have no right to claim any damages. No extension of time for removal of advertisement displayed on Unipole shall be given after expiry of the contract period, under any circumstances whatsoever and it will be his duty to remove the advertisement so displayed on the Unipole latest by the forenoon of the day following the date on which the contract expires.

Deposit of**Licence****Fee and****Advertisement****Tax**

9. The advertising contractor shall deposit three months licence fee / ground rent in advance by bank draft by the 10th of month. The advertisement tax for each year of contract shall be payable in advance or by bank draft within one month of the commencement of the contract. Advertisement tax for the whole year as provided in the DMC Act becomes payable in respect of Unipole even if these have been displayed for less than a year. Similarly advertiser shall be liable to pay advertisement tax on each and every separate display of advertisement. If contract of Unipole is taken by another advertiser, after re-tender, advertisement tax for the whole year becomes payable by the new contractor. If any advertisement on Unipole is found to be displayed without payment of advance advertisement tax, the same shall be liable to be removed by the NDMC at the cost and responsibility of the advertiser. All correspondence and payments should be made in the Office of Commercial Officer Advertisement Department NDMC, 16th Floor, Dr. S.P.M. Civic Centre, Minto Road, New Delhi - 110002 against proper receipt.

Non-payment**Of****Licence Fee**

10. If the payment is not made in the manner stipulated in clause No.9 above, the late fee/interest at the flat rate of 2% per month is liable to be charged from the advertiser on the unpaid amount even if the delay is for a part of the month. In case the payments on account of licence fee/ground rent or advertisement tax and late fee/interest, if any, are not received by the 10th of the succeeding month, the contract is liable to be terminated, security forfeited and the Commissioner, NDMC or any other officer authorized by him, may get the Unipole removed and advertiser shall not be entitled to any rebate or compensation in this regard. The authorities will have the sole discretion to allot the Unipole / contract to any other advertiser. However, the Commissioner, NDMC or any other officer authorized by him in this behalf may on consideration of a representation made by the previous allotted can restore the advertisement Unipole / structures to the contractor, on payment of the composition fees as may be decided by the Commissioner or any other officer authorized by him, provided that the request for the restoration is made within 10 days of the rescinding of contract. The decision of the Commissioner or any other officer authorized by him in this behalf to release or not to release any advertisement Unipole / structures removed from the street light poles by the department after rescinding/termination of the contract and to charge in the form of composition fee/removal charges/storage charges such amount as may be prescribed for the purpose, shall be final. Any dues in this regard will be recoverable as arrears of tax.

Acceptance**of Tender**

11. The offer made by the registered advertiser shall be subject to acceptance by the Commissioner or any other officer authorized by him. Any offer may be rejected or permission granted for display of Unipole withdrawn at any time without assigning any reason therefor. The offer once accepted, shall be final.

Commercial Officer
Advertisement Deptt, North D.M.C
16th Floor, Civic Centre
Minto Road, New Delhi.



Surrender

Notice

12. The advertiser to whom the contract for display of Unipole has been awarded may surrender the allotment by giving three months notice in writing provided:-

- i. that the contract has been in force for at least six months i.e. no surrender notice is permissible during the first six months of the contract period. Similarly, no surrender is permissible during the last six months of the contract period.
- ii. that the surrender notice shall not be valid unless up to date dues including notice period are paid up on the date of receipt of such surrender notice.
- iii. that in case the allotted wants to withdraw the surrender notice, he/she may do so by giving a request in writing provided the request has been received before the re-tender of the said Unipoles and upto date dues including interest, if any, towards the same are deposited.
- iv. that the advertiser /contractor who surrenders the contract or whose contract is rescinded by the NDMC for any reason whatsoever, shall not be eligible to participate in the process of re-tendering for allotment of the contract for remaining period, in respect of the said Site.

Allotment becoming void/recovery /payment

13. In case it is found that the advertiser is contravening the provisions of Section 144 of the DMC Act and Bye-laws made thereunder (as amended upto date), the allotment shall become void. The Commissioner, NDMC or any other officer authorized by him shall have the right to recover the licence fee/ground rent, late fee etc. as arrears of tax.

Responsibility of Unipoles sites

14. The NDMC shall not be responsible for damage or theft of the Unipole, frames, structures fixed at the site by the advertiser or for any temporary obstruction caused to the advertisement including pasting of posters etc by any person/political party on the Unipole. It shall be primary responsibility of the allotted to safeguard and protect their Unipole.

Non Transfer of advertisement rights

15. The advertiser in whose name the display right is allotted shall not transfer the same to any other advertiser/advertising agency without prior approval of the Commissioner, NDMC or any other officer authorized by him in this behalf in writing.

Possession of allotted site

16. The Unipole shall be displayed only at the allotted sites and position as may be determined by the Commissioner, NDMC or any other officer authorized by him.

Design of display

17. Each Unipole shall be of standard size of 20 feet X 08 feet (horizontally) and shall contain advertisement on one side only. Display of the size 20'x8' can be permitted on reverse side of the unipole, with the prior written approval of the Commissioner or any other officer duly authorised for the purpose, subject to feasibility of site, availability of space and proportionate increase in the licence fee / ground rent. The bottom of the advertisement Unipole shall be at a height of 7 feet above from the surface of the ground and shall be in proper alignment.

The advertisement Unipole shall be strictly in accordance with the specific provisions as laid down in the DMC Act (Tax on advertisement other than advertisement published in newspapers) Bye-laws, 1996 (as amended upto date) (hereinafter referred to as "amended bye-laws, 1996"). Outdoor advertisement policy approved by the Hon'ble supreme Court and terms & conditions of allotment.



